

88-341-A

IN RE: PETITION FOR ZONING VARIANCE
SW/S York Road, 325' SW of
the c/l of West Road
(1028 York Road)
9th Election District
4th Councilmanic District
Benson F. Raver, Jr.
Petitioner

BEFORE THE
ZONING COMMISSIONER
OF BALTIMORE COUNTY
Case No. 88-341-A

MEMORANDUM AND ORDER

The Petitioner herein requests a variance to permit a side yard setback of 0 feet in lieu of the required 30 feet for a proposed addition, as more particularly described on Petitioner's Exhibit 1.

The Lessee of the subject property, Benson F. Raver, Jr., appeared, testified and was represented by Malcolm Joseph Bond, Esquire. Carroll S. Klingelhofer, III, Esquire appeared and testified on behalf of Lowell Hahn, who will manage the proposed service garage. Also appearing on behalf of the Petitioner were Donald Armstrong and Nicholas Commodari. There were no Protestants.

Based upon the testimony and evidence presented at the hearing, all of which was uncontradicted, it is the opinion of the Zoning Commissioner that the relief requested sufficiently complies with the requirements of Section 307 of the Baltimore County Zoning Regulations (B.C.Z.R.) and therefore, the variance would adversely affect the health, safety, and/or general welfare of the public. Furthermore, strict compliance with the B.C.Z.R. would result in practical difficulty and/or unreasonable hardship upon the Petitioners.

Pursuant to the advertisement, posting of the property, and public hearing on this Petition held, in the opinion of the Zoning Commissioner, the requested variance should be granted.

THEREFORE, IT IS ORDERED by the Zoning Commissioner for Baltimore County this 14th day of March, 1988 that a side yard setback of 0 feet in lieu of the

SW/S York Road, 325' SW of West Rd.
(1028 York Road)
88-341-A

ORDER RECEIVED FOR FILING
2:30 3/14/88
By: [Signature]

required 30 feet for a proposed addition, in accordance with Petitioner's Exhibit 1, be approved, and as such, the Petition for Zoning Variance is hereby GRANTED, subject, however, to the following restrictions:

- 1) The Petitioner may apply for his building permit and be granted same upon receipt of this Order; however, Petitioner is hereby made aware that proceeding at this time is at his own risk until such time as the applicable appellate process from this Order has expired. If, for whatever reason, this Order is reversed, the Petitioner would be required to return, and be responsible for returning, said property to its original condition.
- 2) There shall be no outside storage of vehicles waiting to be serviced at any one time, including damaged or disabled, and there shall be no outside storage or parking of more than four (4) vehicles, excepting employee parking.
- 3) The lot shall be paved to provide a durable and dustless surface in compliance with the B.C.Z.R.
- 4) There shall be no storage of any motor vehicle parts, new, used or damaged, outside the service garage and a dumpster shall be provided for the storage of all trash and discarded materials. The area outside the service garage shall be kept free and clear of all junk and debris.
- 5) Petitioner shall comply with the requirements of the Department of Environmental Protection and Resource Management as set forth in their comments dated 12/3/87.

J. Robert Haines
Zoning Commissioner of Baltimore County

JRH:bjs

AC
AZIMUTH CONSULTANTS

ZONING DESCRIPTION

Beginning on the Southwest side of York Road, 90 feet wide; at a distance of 325 feet Southwesterly from the centerline of West Road thence running;

- 1) South 23 degrees 25 minutes East 85.66 feet
 - 2) South 66 degrees 41 minutes West 216.87 feet
 - 3) North 23 degrees 36 minutes West 85.27 feet
 - 4) North 66 degrees 35 minutes East 217.15 feet
- to the point of beginning, Containing 18,548 Square Feet or 0.426 Acres of land, more or less. Also known as 1028 York Road in the 9th Election District.

Carroll S. Klingelhofer, III, Esquire,
102 W. Pennsylvania Avenue, Suite 600
Towson, Maryland 21204

RE: Petition for Zoning Variance
SW/S York Road, 325' SW of the c/l of West Road
(1028 York Road)
9th Election District; 4th Councilmanic District
Benson F. Raver, Jr. - Petitioner
Case No. 88-341-A

Dear Mr. Klingelhofer:

Enclosed please find the decision rendered in the above-referenced case. Your Petition for Zoning Variance has been granted, subject to the restrictions noted in the attached Order.

In the event the decision rendered is unfavorable to any party, please be advised that any party may file an appeal to the County Board of Appeals. For further information on filing an appeal, please contact this office.

Very truly yours,

J. ROBERT HAINES
Zoning Commissioner of Baltimore County

JRH:bjs

Enclosures

cc: Malcolm Joseph Bond, Esquire
400 W. Pennsylvania Avenue, Towson, Md. 21204

Mr. Nicholas B. Commodari
5507 Bonview Avenue, Baltimore, Md. 21213

Mr. Donald Armstrong
1030 York Road, Towson, Md. 21204

People's Counsel

File

March 14, 1988

PETITION FOR ZONING VARIANCE

TO THE ZONING COMMISSIONER OF BALTIMORE COUNTY:

The undersigned, legal owner(s) of the property situate in Baltimore County and which is described in the description and plat attached hereto and made a part hereof, hereby petition for a Variance from Section 238.2 to permit a side yard setback of 0' in lieu of the required 30'.

of the Zoning Regulations of Baltimore County, to the Zoning Law of Baltimore County; for the following reasons: (Indicate hardship or practical difficulty)

- 1) Existing building is constructed on the property line with a 0' side yard setback granted as a result of Case No. 79-188-XA. Property owner wishes to construct an addition maintaining the same setback as granted in the aforementioned hearing.
- 2) For other reasons to be discussed at the scheduled hearing.

I, or we, agree to pay expenses of above Variance advertising, posting, etc., upon filing of this petition, and further agree to and are to be bound by the zoning regulations and restrictions of Baltimore County adopted pursuant to the Zoning Law for Baltimore County.

I do solemnly declare and affirm, under the penalties of perjury, that I am the legal owner(s) of the property which is the subject of this Petition.

LEGAL OWNER: TIMOTHY GILG (Type or Print Name)	1028 York Road Towson, MD 21201 City and State	828-5877 Phone No.
P.O. Box 8643 Scottsdale, Az. 85252 City and State	Name, address and phone number of legal owner, contract purchaser or representative to be contacted	
Attorney for Petitioner: J. Robert Haines Baltimore, Md. 21204 Telephone No. (301) 828-6670	NICHOLAS B. COMMODARI 3807 Bonview Avenue, Balto., MD 21213 Address Phone No. 825-8400	

ORDERED By The Zoning Commissioner of Baltimore County, this 29th day of March, 1988, that the subject matter of this petition be advertised, as required by the Zoning Law of Baltimore County, in two newspapers of general circulation throughout Baltimore County, that property be posted, and that the public hearing be held before the Zoning Commissioner of Baltimore County in Room 106, County Office Building in Towson, Baltimore County, on the 14th day of Feb. 1988, at 11 o'clock A.M.

ESTIMATED LENGTH OF HEARING 1/2 HOUR
AVAILABLE FOR HEARING MON./TUES./WED. - NEXT TWO MONTHS
ALL OTHER DATE 11/25/87
REVIEWED BY: [Signature] DATE 11/25/87

CERTIFICATE OF PUBLICATION

TOWSON, MD., Jan. 14, 1988
THIS IS TO CERTIFY, that the annexed advertisement was published in THE JEFFERSONIAN, a weekly newspaper printed and published in Towson, Baltimore County, Md., appearing on Jan. 14, 1988.

THE JEFFERSONIAN,

Publisher

BALTIMORE COUNTY OFFICE OF PLANNING & ZONING

County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

Your petition has been received and accepted for filing this 29th day of March, 1988.

J. Robert Haines
Zoning Commissioner

Petitioner: Timothy Gilg
Petitioner: [Signature]
Attorney: Malcolm Joseph Bond, Esquire

Received by: James S. Dyer
Chairman, Zoning Plans Advisory Committee

Baltimore County
Zoning Commissioner
Office of Planning & Zoning
Towson, Maryland 21204
494-3353

J. Robert Haines
Zoning Commissioner

Mr. Benson F. Raver, Jr.

1028 York Road
Towson, Maryland 21204

RE: Benson F. Raver, Jr.
SW/S York Road, 325' SW of West Road
(1028 York Road)
Petition for Zoning Variance
Case No. 88-341-A

Dear Mr. Raver:

Please be advised that \$235 is due for advertising and posting of the above-referenced property. All advertising and posting fees must be paid prior to the hearing. Do not remove the sign(s) from the property from the time it posted by this office until the day of the hearing itself.

THIS FEE MUST BE PAID AND THE ZONING SIGN AND POST RETURNED ON THE DAY OF THE HEARING OR THE ORDER SHALL NOT BE ISSUED.

Please make your check payable to Baltimore County, Maryland and forward to the Zoning Office, County Office Building, Room 113, Towson, Maryland 21204.

BALTIMORE COUNTY, MARYLAND OFFICE OF FINANCE - REVENUE DIVISION MISCELLANEOUS CASH RECEIPT	No. 45944 Signs Post Returned
DATE 2/1/88	ACCOUNT 2-11-517,000
AMOUNT \$ 94.25	ES Toner of ty
RECEIVED FROM Benson F. Raver, Jr.	Posting & Advertising 2/7/88 hearing date
FOR 88-341-A	
VALIDATION ON SIGNATURE OF CASHIER	

CERTIFICATE OF POSTING

ZONING DEPARTMENT OF BALTIMORE COUNTY
Towson, Maryland

District: Full
Posted for: [Signature]
Petitioner: Benson F. Raver, Jr.
Location of property: SW side of York Road, 325' SW of West Road
Location of signs: [Signature]
Remarks: [Signature]
Posted by: [Signature]
Number of Signs: 1

CERTIFICATE OF PUBLICATION

TOWSON, MD., Jan. 13, 1988

THIS IS TO CERTIFY, that the annexed advertisement was published in the TOWSON TIMES, a weekly newspaper printed and published in Towson, Baltimore County, Md., once in each of 1 successive weeks, the first publication appearing on Jan. 13, 1988.

TOWSON TIMES,

[Signature]
Publisher

BALTIMORE COUNTY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND RESOURCE MANAGEMENT

12/3/87

Date

Zoning Commissioner
Office of Planning and Zoning
County Office Building
Towson, Maryland 21204

Zoning Item # 204, Zoning Advisory Committee Meeting of December 8, 1987

Property Owner: Benson F. Raver, Jr.

Location: SW/S York Rd. 325' SW of centerline West District 7

Water Supply: Metro Sewage Disposal: Metro

COMMENTS ARE AS FOLLOWS:

- () Prior to approval of a Building Permit for construction, renovation and/or installation of equipment for any existing or proposed food service facility, complete plans and specifications must be submitted to the Plans Review Section, Bureau of Regional Community Services, for final review and approval.
- () Prior to new installation of fuel burning equipment, the owner shall contact the Bureau of Air Quality Management, 494-3775, to obtain requirements for such installation before work begins.
- () A permit to construct from the Bureau of Air Quality Management is required for such items as spray paint processes, underground gas (no storage tank) (5,000 gallons or more) and any other equipment or process which exhausts into a atmosphere.
- () A permit to construct from the Bureau of Air Quality Management is required for any charbroiler operation which has a total cooking surface area of five (5) square feet or more.
- () Prior to approval of a Building Permit Application for renovations to existing or construction of new health care facilities, complete plans and specifications of the building, food service area and type of equipment to be used for the food service operation must be submitted to the Plans Review and Approval Section, Division of Engineering and Maintenance, State Department of Health and Mental Hygiene for review and approval.
- () Prior to any new construction or substantial alteration of public swimming pool, wading pool, bathhouse, saunas, whirlpools, hot tubs, water and sewerage facilities or other appurtenances pertaining to health and safety, two (2) copies of plans and specifications must be submitted to the Baltimore County Department of Environmental Protection and Resource Management for review and approval. For more complete information, contact the Recreational Hygiene Section, Bureau of Regional Community Services, 494-3811.
- () Prior to approval for a nursery school, owner or applicant must comply with all Baltimore County regulations. For more complete information, contact the Division of Maternal and Child Health.
- () If lubrication work and oil changes are performed at this location, the method providing for the elimination of waste oil must be in accordance with the State Department of the Environment.
- () Prior to raising of existing structures, petitioner must contact the Division of Waste Management at 494-3768, regarding removal and/or disposal of potentially hazardous materials and solid wastes. Petitioner must contact the Bureau of Air Quality Management regarding removal of asbestos, 494-3775.
- () Any abandoned underground storage tanks containing gasoline, waste oil, solvents, etc., must have the contents removed by a licensed haulier and tank removed from the property or properly backfilled. Prior to removal or abandonment, owner must contact the Division of Waste Management at 494-3768.
- () Soil percolation tests, have been _____, must be _____ conducted.
- () The results are valid until _____.
- () Soil percolation test results have expired. Petitioner should contact the Division of Water and Sewer to determine whether additional tests are required.
- () Where water wells are to be used as a source of water supply, a well meeting the minimum Baltimore County Standards must be drilled.
- () In accordance with Section 13-117 of the Baltimore County Code, the water well yield test () shall be valid until _____.
- () is not acceptable and must be repeated. This must be accomplished prior to conveyance of property and approval of Building Permit Application.
- () Prior to occupancy approval, the potability of the water supply must be verified by collection of bacteriological and chemical water samples.
- () If submission of plans to the County Review Group is required, a Hydrogeological Study and an Environmental Effects Report must be submitted.

Other: Drainage from interior service bays is to be directed to sanitary sewer via oil separator

Karen M. Dierrey

BUREAU OF WATER QUALITY AND RESOURCE MANAGEMENT

BALTIMORE COUNTY, MARYLAND

INTER-OFFICE CORRESPONDENCE

Mr. J. Robert Haines
TO: Zoning Commissioner
Date: January 14, 1988

P. David Fields
FROM: Director of Planning and Zoning

Zoning Petition Nos. 88-287-X,
SUBJECT: 88-297-X, 88-341-A

Assuming compliance with the comments of the Zoning Plans Advisory Committee, this office is not opposed to the granting of the subject request.

P. David Fields per J. Howell
P. David Fields
Director

PDF:JGH:dme

cc: Ms. Shirley M. Hess, Legal Assistant, People's Counsel
File

JAN 19 1988

ZONING OFFICE

Maryland Department of Transportation
State Highway Administration

RECEIVED

DEC 21 1987

December 14, 1987

ZONING OFFICE

Mr. J. Robert Haines
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Baltimore County
ZAC Meeting of 12-8-87
ITEM: #204.
Property Owner: Benson F. Raver, Jr.
Location: SW/S York Road, 325 feet
SW of centerline West Road
Existing Zoning: B.R.
Proposed Zoning Variance to permit
a side yard setback of 0 feet in
lieu of the required 30 feet
Area: 0.426 acres
District: 9th Election District

Attention: Mr. James Dyer

Dear Mr. Haines:

After reviewing the submittal of November 1987, the State Highway Administration - Bureau of Engineering Access Permits offers the following comments.

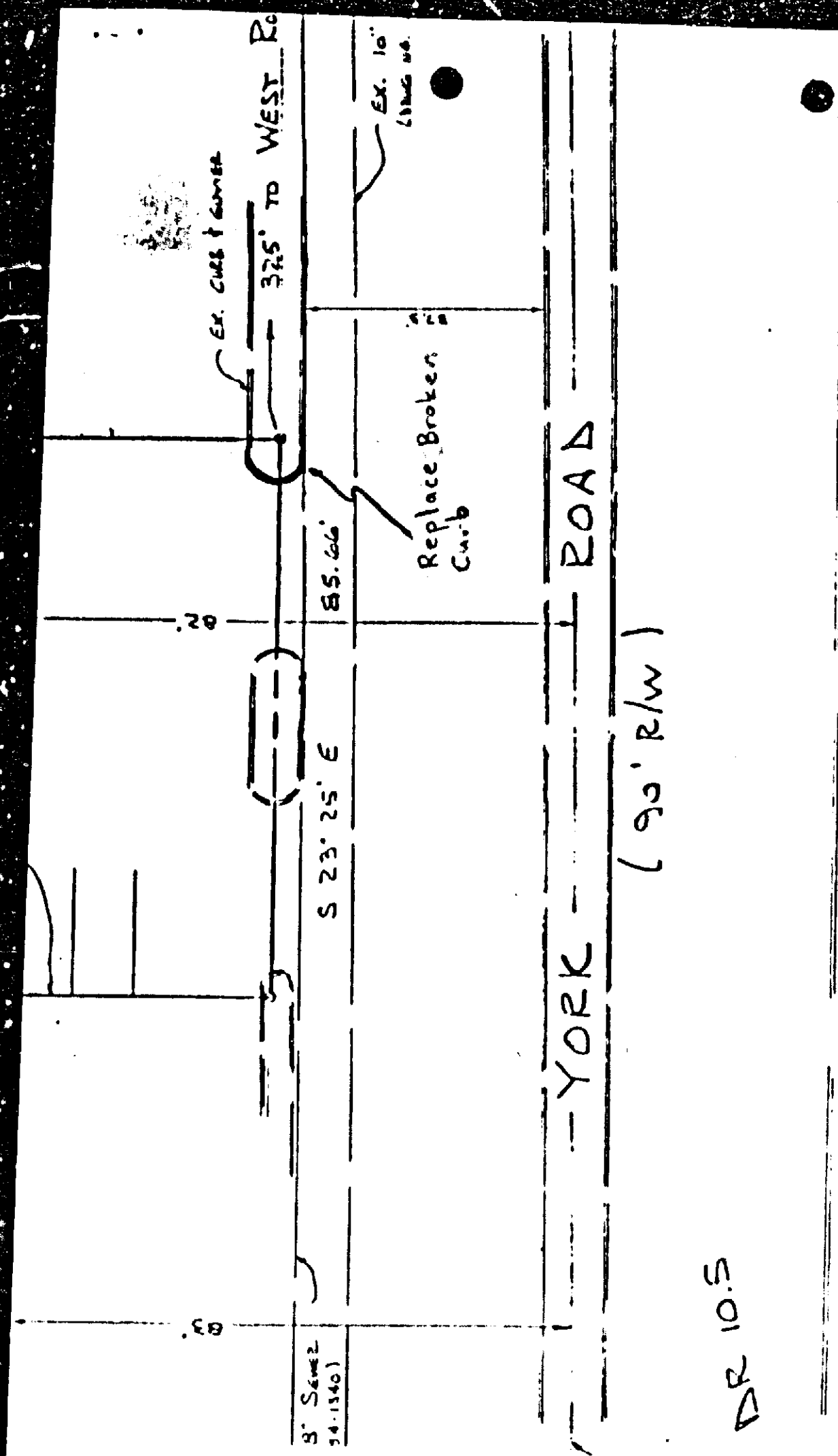
The plan must be revised to show the replacement of broken curb as shown on the attached plan. Also, a State Highway Administration permit must be applied for with the posting of a bond or letter of credit to guarantee construction.

It is requested this revision be made prior to a hearing date being set.

If you have any questions, please contact Larry Brocato of this office.

Very truly yours,
Creston J. Mills, Jr.
Acting Chief
Bureau of Engineering
Access Permits

LB:maw
Attachment
cc: Azimuth Consultants (w-attachment)
My telephone number is (301) 333-1350
Teletypewriter for Insured Hearing or Speech
383-7555 Baltimore Metro - 585-0451 D.C. Metro - 1-800-492-5062 Statewide Toll Free
707 North Calvert St., Baltimore, Maryland 21203-0717



Maryland Department of Transportation
State Highway Administration

December 14, 1987

Mr. J. Robert Haines
Zoning Commissioner
County Office Building
Towson, Maryland 21204

Re: Baltimore County
ZAC Meeting of 12-8-87
ITEM: #204.
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SW of centerline West Road
Existing Zoning: B.R.
Proposed Zoning Variance to permit
a side yard setback of 0 feet in
lieu of the required 30 feet
Area: 0.426 acres
District: 9th Election District

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Creston J. Mills, Jr.
Acting Chief
Bureau of Engineering
Access Permits

LB:maw
Attachment
cc: Azimuth Consultants (w-attachment)
My telephone number is (301) 333-1350
Teletypewriter for Insured Hearing or Speech
383-7555 Baltimore Metro - 585-0451 D.C. Metro - 1-800-492-5062 Statewide Toll Free
707 North Calvert St., Baltimore, Maryland 21203-0717

BALTIMORE COUNTY ZONING PLANS ADVISORY COMMITTEE

January 28, 1988

COUNTY OFFICE BLDG.
111 W. Chesapeake Ave.
Towson, Maryland 21204

MEMBERS
Bureau of Engineering
Department of Traffic Engineering
State Roads Commission
Bureau of Fire Prevention
Health Department
Project Planning
Building Department
Board of Education
Zoning Administration
Industrial Development

Malcolm Joseph Bond, Esquire
400 W. Pennsylvania Avenue
Towson, Maryland 21204

RE: Item No. 204 - Case No. 88-341-A
Petitioner: Timothy Quip
Petition for Zoning Variance

Dear Mr. Bond:

The Zoning Plans Advisory Committee has reviewed the plans submitted with the above-referenced petition. The following comments are not intended to indicate the appropriateness of the zoning action requested, but to assure that all parties are made aware of plans or problems with regard to the development plans that may have a bearing on this case. The Director of Planning may file a written report with the Zoning Commissioner with recommendations as to the suitability of the requested zoning.

Enclosed are all comments submitted from the members of the Committee at this time that offer or request information on your petition. If similar comments from the remaining members are received, I will forward them to you. Otherwise, any comment that is not informative will be placed in the hearing file. This petition was accepted for filing on the date of the enclosed filing certificate and a hearing scheduled accordingly.

Very truly yours,
James E. Dyer, Chair
James E. Dyer, Chairman
Zoning Plans Advisory Committee

JSD:kbb

Enclosures

cc: Azimuth Consultants
Suite 105, 120 Cockeysville Road
Hunt Valley, Maryland 21031

Mr. Nicholas B. Commodari
3607 Bonview Avenue
Baltimore, Maryland 21213

Baltimore County
Department of Public Works
Bureau of Traffic Engineering
Courts Building, Suite 105
Towson, Maryland 21204
494-3334

Mr. J. Robert Haines
Zoning Commissioner
County Office Building
Towson, Maryland 21204

December 21, 1987

Dear Zoning Commissioner:

The Bureau of Traffic Engineering has no comments for items number 194, 195, 196, 197, 198, 199, 201, 202, 203, 204, and 205.

Very truly yours,

Michael S. Flanigan
Traffic Engineer Associate II

MSF:sbb

RECEIVED

JAN 20 1988

ZONING OFFICE

LAW OFFICES
OF
MALCOLM JOSEPH BOND, P.A.

MALCOLM JOSEPH BOND
JACK L. EDWARDS

15 March 1988

400 W. PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204
(301) 628-6670

Mr. J. Robert Haines
Zoning Commissioner
Room 109, County Office Building
111 W. Chesapeake Avenue
Towson, Maryland 21204

RE: 1028 YORK ROAD - RAVER'S
PETITION FOR ZONING VARIANCE

Dear Commissioner Haines:

On 4 February 1988 a hearing was held in reference to the above-captioned property and request for variance, which I attended representing Raver's Gourmet Food Shops, Inc. All aspects of the hearing went quite well, except for a question concerning comments by the Bureau of Traffic Engineering in reference to the driveway and certain modifications that might be required. As a result of a meeting with Mr. C. Richard Moore, Bureau Chief of the Bureau of Traffic Engineering, and his subsequent personal review of the situation, Mr. Moore has issued an inter-office correspondence dated 8 March 1988, reviewing these comments. I am enclosing, herein, a copy of the revised comments so as to facilitate, hopefully, the approval of our request for variance.

Not only has Mr. Moore been extremely professional, cooperative and understanding, but everyone we have dealt with at the County, including the Zoning Commissioner's office, has been most helpful and I would like to thank all of them for helping me out and by extent through this very complicated proceeding.

Sincerely,

Malcolm Joseph Bond

MLB:maw

RECEIVED

JAN 26 1988

ZONING OFFICE

LAW OFFICES
OF
MALCOLM JOSEPH BOND, P.A.

MALCOLM JOSEPH BOND
JACK L. LEIBOVITCH

2 November 1987

400 W. PENNSYLVANIA AVENUE
TOWSON, MARYLAND 21204
(301) 828-6670

HAND-DELIVERED

T. Rogers Harrison, Esquire
306 W. Joppa Road
Towson, Maryland 21204

Re: RAVEN'S - QUIGG

Dear Mr. Harrison:

Would you be good enough to advise your client that Mr. Raver has elected to go forward with the garage to be built of concrete block, as Mr. Quigg has required. I am delivering, herewith, a copy of the plans for same. Mr. Quigg may already have these, but I wasn't sure. Your original letter indicated that the structure must be of concrete block and in conformity with the rest of the improvements, and that Mr. Raver would pay all costs of improvements, and that Mr. Raver would pay all costs of permits, licenses and construction. You also indicated that Mr. Quigg wanted to approve the plans, and I would ask him to do so by signing and returning the enclosed copy of this letter with the understanding that the plans submitted represent a structure of concrete block and not aluminum siding.

Due to the fact that cold weather is fast approaching, we are obtaining the licenses and permits and would like to begin construction immediately. I would ask, in order to expedite the plan approval from Mr. Quigg, that you forward the plans to him by overnight mail and advise me of the cost thereof, for which you will be reimbursed. Please ask Mr. Quigg to return the plans in the same manner and we will reimburse him for his costs also.

I wish to thank you for your cooperation in this matter and would appreciate anything you can do to assist us.

Sincerely,

MALCOLM JOSEPH BOND

MJB:mw APPROVED: *[Signature]* DATE: 11-10-87
cc Benson F. Raver, Jr.

the reasons set forth in Sections A or B of this Article, prior to 31 December, 1985, then Tenant shall be deemed to have waived its options to terminate, and this Lease Agreement shall be in full force and effect.

4. LEASE TERM.

Tenant shall have and hold the Leased Premises for a term of three (3) years, commencing on 1 January 1986 and ending on 31 December 1988.

5. MINIMUM ANNUAL RENT.

Tenant covenants and agrees to pay to Landlord, the sum of \$39,000.00 minimum annual rent during the first two (2) year term of this Lease. Said rent shall be paid in advance in equal monthly installments of \$3,250.00 each, on the first business day of each and every month during said term, without prior demand therefor and without any deductions or setoffs whatsoever. Tenant covenants and agrees to pay to Landlord, the sum of \$43,000.00 minimum annual rent during the third year of this Lease. Said rent shall be paid in advance in equal monthly installments of \$3,583.33 each, on the first business day of each and every month during said term, without prior demand therefor and without any deductions or setoffs whatsoever.

Should Tenant choose to exercise its option to extend this Lease pursuant to Article 26, the minimum annual rent shall become \$43,000.00 during the first year of the option period and shall be payable in advance, in equal monthly installments of \$3,583.33, on the first business day of each and every month during said term, without prior demand therefor and without any deductions or setoffs. During the second and third year of the renewal term, the minimum annual rent shall become \$47,000.00 and shall be payable in advance, in equal monthly installments of \$3,916.67, on the first business day of each and every month during said term, without prior demand therefor and without any deductions or setoffs. All rent is payable on the first (1st) of the month. In the event rent is paid later than the tenth (10th) of the month, there shall be a late charge of 5% of the monthly payment. Date of payment considered to be postmark date.

6. LANDLORD'S TITLE.

Landlord covenants that he is the sole owner of the Leased Premises, has the power and authority to enter into this Lease Agreement, and the Leased Premises are subject to the lien of no mortgages except for a mortgage from Landlord to BETTY HACKER WHITE, dated 29 June 1978, in the original principal amount of \$120,000.00.

7. PAYMENT OF TAXES, ASSESSMENTS, ETC.

Tenant shall pay to Landlord, as additional rent, all real estate taxes, assessments, water and sewer charges, together with any interest or penalties thereon, all of which are herein called impositions. All such payments shall be made to Landlord within 30 days after Tenant is billed therefor.

LAW OFFICES
OF
MUDRI, HARRINGTON & HUNCH

JOHN B. MUDRI
TOWSON, MARYLAND 21204

March 3, 1987

Malcolm Joseph Bond, Esquire
400 West Pennsylvania Avenue
Towson, Maryland 21204

Re: Raver's Gourmet Food Shops, Inc.

Dear Mr. Bond:

I finally have received a copy of your letter to Tim Quigg dated January 29, 1987, and, of course, a copy of the executed lease agreement relative to the subject property. As an aside, I might mention that there is nothing in the lease agreement that would allow Mr. Raver to construct any additional improvements to the subject site. Rather, the lease agreement provides for interior remodeling of the existing structures in a reasonable fashion needed by Raver's to suitably operate its business. However, Mr. Quigg is willing to allow Mr. Raver to construct additions and/or new exterior improvements to the subject site subject to certain terms and conditions.

1. We want sign off approval on the plans on what will actually be constructed, said plans specifying the types of materials to be utilized.

2. As articulated in your letter, all costs associated with any construction, including any increases in property taxes, etc., will be the sole responsibility of the tenant during the term of this lease agreement.

3. Mr. Quigg will not agree to the construction of any metal building on the subject site, but would want any 'improvements' to be of block compatible with the existing structures now present.

I would greatly appreciate it upon receipt of this letter and discussion of same with your client that you give me a call and to the extent I can be of any service to you, please let me know. I believe that you can communicate with me directly and I will stay in touch with Timmy so that we don't do anything or fail to do anything that in any fashion delays Mr. Raver's plans. Quite frankly,

8. REPAIRS AND MAINTENANCE.

Tenant shall not cause or permit any waste, damage or injury to the Leased Premises and shall return same to Landlord at the expiration of the lease term, or any renewal thereof, in the same condition as existed at the time of the execution of this Lease Agreement, ordinary wear and tear excepted. Tenant, at its sole expense, shall keep the interior and exterior of the Leased Premises as now or hereafter constituted with all improvements made thereto, including but not limited to, the plumbing, electrical, heating and air conditioning systems, (maintenance or replacement), and adjoining sidewalks, curbs, walls, parking areas, landscaping and access roads, clean and in good condition (reasonable wear and tear excepted), and shall make all repairs, replacements and renewals, including the roof, foundation and exterior walls, necessary to maintain the Leased Premises. Landlord shall not be required to make any repair, alteration or improvement to the Leased Premises. Any equipment and materials placed on the premises by Tenant shall belong to Tenant, and all proceeds from the disposition thereof may be retained by Tenant. Tenant shall indemnify Landlord against all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims and demands, including reasonable counsel fees because of Tenant's failure to comply with the foregoing, and Tenant shall not call upon Landlord for any disbursement or outlay whatsoever in connection therewith and hereby expressly releases and discharges Landlord of and from any liability therefor.

9. COMPLIANCE WITH LAWS, ORDINANCES, ETC.

Tenant, at its sole expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the Leased Premises. Tenant, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, alterations, improvements or additions, and Landlord, where necessary, will join with Tenant in applying for all such permits or licenses.

10. UTILITIES.

Tenant shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the Leased Premises.

11. INSURANCE.

A. Tenant, at its expense, shall procure and maintain:

(1) Comprehensive public liability insurance against claims for bodily injury, death or property damage occurring upon, in or about the Leased Premises, including coverage against injurious exposure to conditions which result in bodily injury or property damage neither expected

Malcolm Joseph Bond, Esquire
March 3, 1987
Page 2

the construction that Ben contemplates is quality anyhow. I believe that he could use block as cheap, if not cheaper, than a metal building and certainly it would be more appealing looking and from Tim Quigg's point of view further advance the value of his property.

Please advise.

Very truly yours,

[Signature]
T. Rogers Harrison

TRH:lfc

cc Benson F. Raver, Jr.

nor intended from the standpoint of the insured, such insurance to afford immediate protection from the date the Lease commences to the limit of not less than \$1,000,000 with respect to bodily injury or death to any one person, \$2,000,000 with respect to any one occurrence and to the limit of not less than \$250,000.00 for property damage, and such protection shall continue at not less than the said limits until required to be changed by Landlord in writing by reason of changed economic conditions making such protection inadequate.

(2) Fire and extended coverage insurance with respect to the Leased Premises and improvements to their full insurance value, which shall be the actual replacement value. Such value shall be ascertained from time to time (but no more frequently than once in any 24 calendar months) at the request of Landlord by an appraiser, engineer, architect or contractor designated by Tenant and approved by Landlord, and paid for by Tenant.

(3) During the entire period of remodeling, owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the above-mentioned general public liability insurance policy, and adequate Workmen's Compensation insurance covering all persons employed on or in connection with such Tenant's construction or remodeling.

B. All Insurance provided for in this Article shall:

(1) Be effected under valid and enforceable policies, in such forms and, where not expressly provided for above, in such amounts as may from time to time be satisfactory to Landlord, issued by financially sound responsible insurance companies authorized to do business in Maryland.

(2) Except for Workmen's Compensation insurance, name Landlord and Tenant insured as their respective interests may appear.

(3) Provide that no act or negligence of Tenant or anyone acting for Tenant or of occupant of the Leased Premises which might otherwise result in a forfeiture of such insurance or any part thereof, shall in any way affect the validity or enforceability of such insurance insofar as Landlord is concerned.

(4) Provide that such policies shall not be changed or canceled without at least ten (10) days' prior written notice to Landlord.

(5) Provide that Landlord shall not be liable for any premiums thereon or subject to any assessments thereunder.

(6) Provide that losses shall be adjusted with the insurers and/or underwriters by the insured.

(7) Provide that, except in the case of public liability and Workmen's Compensation insurance, all

LEASE, made this 18th day of *Oct*, 1985, by and between TIMOTHY QUIGG, of Baltimore, Maryland, (hereinafter called "Landlord"), and GOURMET FOOD SHOPS, INC., a Maryland corporation with offices at 720-722 Bulaney Valley Road, Towson, Maryland 21206, NAW RAVEN and BENSON F. KAVER, II (hereinafter called "Tenant") hereafter having offices at 1028 York Road, Towson, Maryland 21204, whose Resident Agent is MALCOLM JOSEPH BOND, 400 West Pennsylvania Avenue, Towson, Maryland 21204.

WITNESSETH:

1. LEASED PREMISES.

Landlord does hereby demise and lease unto Tenant, and Tenant does hereby lease from Landlord, the premises set forth on Schedule "A" annexed hereto and hereby made a part hereof.

Included in this demise are all rights, privileges and easements appurtenant to the Leased Premises or commonly enjoyed therewith, including but not limited to the use of the parking area on said property.

2. USE.

A. Tenant shall have the right to use and/or occupy the Leased Premises for any lawful purpose or purposes.

B. Tenant may make or erect such alterations or improvements within the interior of the Leased Premises, place such signs thereon, and install such fixtures therein as it may deem necessary or desirable for the conduct of its business in the Leased Premises; subject, however, to the written approval of Landlord. Any work performed by Tenant shall be diligently prosecuted to completion by Tenant and shall be paid for in full by Tenant, free and clear of any liens or other encumbrances.

3. PERMITS.

A. Tenant has entered into this Lease in the expectation of obtaining, after expiration of all applicable appeal periods, all permits, licenses, permissions, changes, variations and/or authorizations (hereinafter collectively called "Permits") necessary for the operation upon the Leased Premises of the sale of food items. Tenant agrees to apply for Permits without unreasonable delay after the execution hereof. Tenant may (but shall not be obligated to) cancel this Lease if after first application therefor, Permits are denied.

B. It is further understood and agreed that Tenant has entered into this Lease with the expectation that there will be appurtenant to the Leased Premises, such drainage and sanitation facilities, water supply, electricity, gas and utilities as are reasonably necessary for the operation of said facility as described in Section A of this Article upon the Leased Premises; if same are not available for use by Tenant, then Tenant may terminate this Lease by written notice to Landlord.

C. Notwithstanding anything to the contrary contained in this Article 3, in the event that Tenant fails to cancel in writing or terminate this Lease Agreement for

insurance proceeds shall be payable to Landlord for the benefit of Landlord and Tenant, as their respective interests may appear.

C. On or before the date of commencement of the term, and thereafter not less than 15 days prior to the expiration dates of the expiring policies, therefor furnished pursuant to this Article, originals of the policies (or, in the case of liability insurance, certificates of the insurers in form reasonably satisfactory to Landlord), accompanied by evidence satisfactory to Landlord of payment of the premiums due, shall be delivered by Tenant to Landlord.

D. Tenant shall not take out separate insurance concurrent in form or contributing in the event of loss with that required in this Article to be furnished by Tenant, unless Landlord is included therein as an insured, with loss payable as in this Lease provided. Tenant shall immediately notify Landlord of the taking out of any such separate insurance and shall cause the policies therefor to be delivered as required in 12 C hereinafter.

12. INDEMNIFICATION OF LANDLORD.

A. Tenant shall defend, indemnify and save Landlord harmless from and against all liabilities, obligations, damages, fines, penalties, claims, demands, costs, charges, judgments and expenses, including but not limited to reasonable architects' and attorneys' fees, which may be imposed upon or incurred or paid by or asserted against Landlord, the Leased Premises or any interest therein by reason of or in connection with any of the following occurring during the term of this Lease:

(1) Any construction or improvements and anything done in, on or about the Leased Premises, or any part thereof, in connection therewith.

(2) The use, non-use, possession, occupation, condition, operation, maintenance or management of the Leased Premises, or any part thereof, or any street, alley, sidewalk, curb, vault, passageway or space adjacent thereto.

(3) Any negligent or tortious act on the part of Tenant or any of its agents, contractors, servants, employees, licensees or invitees.

(4) Any accident, injury, death or damage to any person or property occurring in, on or about the Leased Premises.

(5) Any failure on the part of Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

Nothing contained in this Article shall be deemed to require Tenant to indemnify Landlord with respect to any tortious act committed by Landlord or to any extent prohibited by law or with respect to expenses incurred by Landlord which Tenant is not obligated under the provisions of this Lease to pay or reimburse Landlord for.

13. FIRE DAMAGE.

If the Leased Premises shall become partially untenable by fire or other insurable cause, the Leased Premises shall be repaired by and at the expense of Landlord and the rent until such repairs shall be made shall be apportioned according to the part of the Leased Premises which is usable by Tenant. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles", or any other cause beyond Landlord's control. If the Leased Premises are totally damaged to the extent of 50% or more of its insurable value and Landlord shall decide to demolish it, or not to restore it, then or in any of such events, Landlord may, within 30 days after such fire or other cause, give Tenant a notice in writing of such decision, and thereupon, the term of this Lease shall expire and Tenant shall vacate the Leased Premises and surrender the same to Landlord, and Tenant's liability for rent shall cease as of the date of such casualty.

14. ASSIGNMENTS AND TRANSFER OF TENANT'S INTERESTS.

Tenant's interest in this Lease may not be assigned or otherwise transferred, in whole or in part, by Tenant or by operation of law, merger, consolidation or otherwise, and no part of the Leased Premises may be sublet without Landlord's written approval, provided that such approval shall not be unreasonably withheld. No such assignment or subletting shall relieve Tenant of any of its obligations under this Lease Agreement. Any rent or charges between Tenant and assignee, transferee or sublessee over and above the amounts set forth in this Lease, shall be due Landlord as additional rent hereunder and collectible as such. It is agreed and understood that any consent by Landlord to assignment, transfer or sublease shall only be for the remainder of the existing term. No assigns, transferee, or sublessee shall be entitled to any of the renewal rights granted Tenant herein, and this Lease shall terminate and become null and void at the end of that term.

15. ESTOPPEL CERTIFICATES.

Landlord agrees from time to time, upon not less than ten days' prior notice from Tenant, to execute, acknowledge and deliver, without charge, to Tenant, or to any person designated by Tenant, a statement in writing certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, identifying the same by the date thereof and specifying the nature thereof, that to the knowledge of such party no uncured event of default exists hereunder (or if such uncured event of default does exist, specifying the same), the dates to which the rent and other charges payable hereunder have been paid.

16. SUBORDINATION.

Tenant agrees that this Lease shall, at the request of Landlord, be subordinate to any first mortgages or deeds of trust that may hereafter be placed upon the Leased Premises, and to any and all advances to be made thereunder,

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holding over without Landlord's consent shall entitle Landlord to re-enter the Leased Premises as provided in Article 19 of this Lease.

22. SUCCESSION.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective personal representatives, successors and assigns of the said parties; and if there shall be more than one Tenant, they shall be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing as provided in Article 15 hereof.

23. QUIET ENJOYMENT.

Upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby granted without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease and any mortgages to which this Lease is subordinate.

24. SECURITY PROVISION.

Landlord hereby acknowledges upon receipt from Tenant the sum of \$ 500.00 which Landlord is to retain as security for the faithful performance of all covenants, conditions and agreements of this Lease, but in no event shall Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for Tenant's failure to perform the said covenants, conditions and agreements; but Landlord may so apply the security, at its option, and Landlord's right to bring a special proceeding to recover or otherwise to obtain possession of the Leased Premises before or after Landlord's declaration of the termination of this Lease for non-payment of rent or for any other reason, shall not in any event be affected by reason of the fact that Landlord holds this security. The said sum, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by Landlord by reason of Tenant's breach of the covenants, conditions and agreements of this Lease, is to be returned to Tenant without interest when this Lease is terminated, according to these terms, and in no event is the said security to be returned until Tenant has vacated the Leased Premises and delivered possession to Landlord. In the event Landlord repossesses himself of the Leased Premises whether by special proceeding or re-entry or otherwise, because of Tenant's default or because of Tenant's failure to carry out the covenants, conditions and agreements of this Lease, Landlord may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of Tenant's default or breach. In the event any bankruptcy, insolvency,

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and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee or trustee named in said mortgages or trust deeds shall agree to recognize the Lease of Tenant in the event of foreclosure if Tenant is not in default. Tenant also agrees that any mortgagee or trustee may elect to have this Lease a prior lien to its mortgage or deed of trust, and in the event of such election and upon notification by such mortgagee or trustee to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant agrees that upon the request of Landlord, any mortgagee or trustee, it shall execute whatever instruments may be required to carry out the intent of this Article.

17. CONDEMNATION.

If the whole or substantially all of the Leased Premises shall be taken for any public or quasi-public purpose by the exercise of the power of eminent domain, or under threat thereof, this Lease shall terminate on the date of such taking (if only a substantial part is taken, at the election of Tenant) and the rent and all other sums and charges required to be paid by Tenant hereunder shall be paid and apportioned up to that time. Tenant (whether it elects that this Lease shall terminate or not) shall not claim or be entitled to any part of the award to be made for damages for such taking for public use, and such taking shall not be deemed a breach of any provision of this Lease by Landlord. The word "substantial" as used herein shall mean more than 50% of the Leased Premises.

18. ENTRY ON LEASED PREMISES BY LANDLORD.

Tenant shall permit Landlord and Landlord's authorized representatives and designees to enter the Leased Premises at all reasonable times for the purpose of inspecting the same and/or making any repairs thereto and performing any work thereon which may be necessary by reason of Landlord's failure to make such repairs or perform any such work. Nothing herein contained shall be construed as imposing any duty upon Landlord to do any such work, and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. Further, Landlord shall not be liable for inconvenience, annoyance, disturbance, loss of business or other damage to Tenant by reason of making such repairs or performing such work, and the obligations of Tenant under this Lease shall not be affected thereby. Any and all such enterings shall be at such times and in such a manner so as to not interfere with the normal business operations of Tenant.

19. EVENTS OF DEFAULT: TERMINATION.

A. Any one or more of the following events ("Events of Default") shall constitute a default hereunder:

(1) If Tenant shall fail to pay any rent when and as the same shall become due and payable; or

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reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, such security deposit shall be deemed to be applied first to the payment of any rents and/or other charges due Landlord for all periods prior to the institution of such proceedings and the balance, if any, of such security deposit may be retained by Landlord in partial liquidation of Landlord's damages. Landlord shall not be obligated to keep the said security as a separate fund but may commingle the said security with his own funds. In the event Landlord applies the security deposit, in whole or in part, Tenant shall, upon demand by Landlord, deposit sufficient funds to maintain the security deposit in the initial amount, or of Tenant to deposit such additional security shall entitle Landlord to avail himself of the remedies provided in this Lease for non-payment of fixed minimum rent by Tenant.

25. OPTION TO RENEW.

Tenant, at its option, may extend the term of this Lease for an additional three (3) years upon all the same terms and conditions as herein contained except that the increased minimum rental as set forth in Paragraph 5 hereof, by serving notice thereof upon Landlord at least ninety (90) days before the expiration of the original term of three (3) years, and upon the service of said notice, this Lease shall be extended upon all its terms and conditions for the extended term without the necessity of the execution of any further instrument or document; provided, however, that if at either the date of expiration of the original term of this Lease or the date upon which Tenant exercises such option of renewal, Tenant is in default beyond any grace period herein provided in the performance of any of the terms or provisions of this Lease, the extension of the terms shall be and become null and void.

26. WAIVER.

One or more waivers of any covenant or conditions by Landlord shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary Landlord's consent or approval to or of any similar act by Tenant. No breach of a covenant or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing signed by Landlord.

27. RIGHT OF FIRST REFUSAL.

In the event Tenant shall receive a bona fide written offer to purchase the Leased Premises or any part thereof (during the term of this Lease or any extension hereof), and Landlord shall wish to sell, shall first offer upon the same terms and conditions, to sell the Leased Premises or any portion thereof, in writing, by registered mail, to Tenant. Tenant, if he wishes to so purchase, shall within thirty (30) days of receipt of said notice, exercise in writing, his option. In the event Tenant exercises said option to purchase, settlement shall be within sixty (60) days of the written notice given by Tenant indicating his desire to purchase.

(2) If Tenant shall fail to pay any additional rent or other sums or charges payable by Tenant under this Lease when and as the same become due and payable, and such failure shall continue for a period of fifteen (15) days after notice from Landlord; or

(3) If Tenant shall fail to perform or comply with any other term hereof, and such failure shall continue for a period of thirty (30) days after notice thereof from Landlord to Tenant, or, in the case of a default or a contingency which cannot with due diligence be cured within such period of thirty (30) days, Tenant fails to proceed with all due diligence within such period of thirty (30) days to cure the same and thereafter to prosecute the curing of such default with all due diligence.

B. If an Event of Default shall have occurred and be continuing, Landlord may, upon ten (10) days' written notice, except in cases of emergency when no notice need be given, terminate this Lease Agreement and enter upon and repossess the Leased Premises or any part thereof, and possess the Leased Premises, or any part thereof, said repossession and possession being hereinafter referred to as "Repossession" by force, summary proceedings, ejectment or otherwise, and may remove Tenant and all other persons and property therefrom.

C. From time to time after the repossession of the Leased Premises, or any part thereof pursuant to Article 19 B hereinaforesaid, whether or not the Lease term has been terminated, Landlord may, but shall be under no obligation to, relet the Leased Premises, or any part thereof, for the account of Tenant in the name of Landlord or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term) and on such terms (which may include concessions or free rent) and for such uses as Landlord, in his uncontrolled discretion, may determine. Landlord may collect and receive the rent therefor. Landlord shall not be responsible or liable for any failure to relet the Leased Premises, or any part thereof, or for any failure to collect any rent due upon any such reletting.

D. No termination of this Lease and no repossession of the Leased Premises, or any part thereof, pursuant to this Article 19 or otherwise, shall relieve Tenant of its liabilities and obligations under this Lease, all of which shall survive any such termination or repossession. In the event of any such termination or repossession, whether or not the Leased Premises, or any part thereof, shall have been relet, Tenant shall pay to Landlord the rent and other sums and charges to be paid by Tenant up to the time of such termination or repossession, and thereafter Tenant, until the end of what would have been the Lease term in the absence of such termination or repossession, shall pay to Landlord, as and for liquidated and agreed current damages for Tenant's default, the equivalent of the amount of the rent and such other sums and charges which would be payable under this Lease by Tenant if this Lease were still in effect, less the net proceeds, if any, of any reletting effected pursuant to the provisions of this Article 19, after deducting all of Landlord's expenses in connection with such reletting.

28. ENTIRE AGREEMENT.

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord and/or Tenant unless reduced to writing and signed by each party.

29. NOTICES.

Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be sent by United States certified mail, return receipt requested, postage prepaid, and shall be addressed (a) if to Landlord, 11000 GOLF ROAD, SUITE 100, BOSTON, MA 02152 (b) if to Tenant, at such other address as Landlord may designate by written notice, together with copies thereto to such other parties designated by Landlord; and (b) if to Tenant, at the Leased Premises or at such other address as Tenant shall designate by written notice.

30. CAPTIONS.

The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Lease or in any way affect this Lease.

31. LAWS OF THE STATE OF MARYLAND.

This Lease shall be governed by and construed in accordance with the laws of the State of Maryland. If any provision of this Lease or the application thereto to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each provision of the Lease shall be valid and enforceable to the fullest extent permitted by the law.

IN WITNESS WHEREOF, the Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

WITNESS:

Benson F. Raven (SEAL)
ATTORNEY AT LAW
GOURMET FOOD SHOPS, INC.
By Benson F. Raven (SEAL)
BENSON F. RAVEN, II
MARY RAVEN, Individually
By Benson F. Raven (SEAL)
BENSON F. RAVEN, II, Individually

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including without limitation all repossession costs, brokerage and management commissions, operating expenses, legal expenses, reasonable attorneys' fees, alteration costs, and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the days on which the rent would have been payable under this Lease if this Lease were still in effect, and Landlord shall be entitled to recover the same from Tenant on each such day. At any time after such termination or repossession, whether or not Landlord shall have collected any current damages as aforesaid, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default, an amount equal to the then present worth of the excess of the rent reserved under this Lease from the day of such termination or repossession for what would be the then unexpired Lease term if the same had remained in effect, over the then fair rental value of the Leased Premises for the same period.

E. No failure by Landlord to insist upon the strict performance of any term hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver or any such breach or of any such term.

F. In the event of any breach or threatened breach by Tenant of any of the terms contained in this Lease, Landlord shall be entitled to enjoin such breach or right and remedy allowed at law or in equity or by statute or otherwise, except that this Lease shall be terminated only in the manner set forth herein.

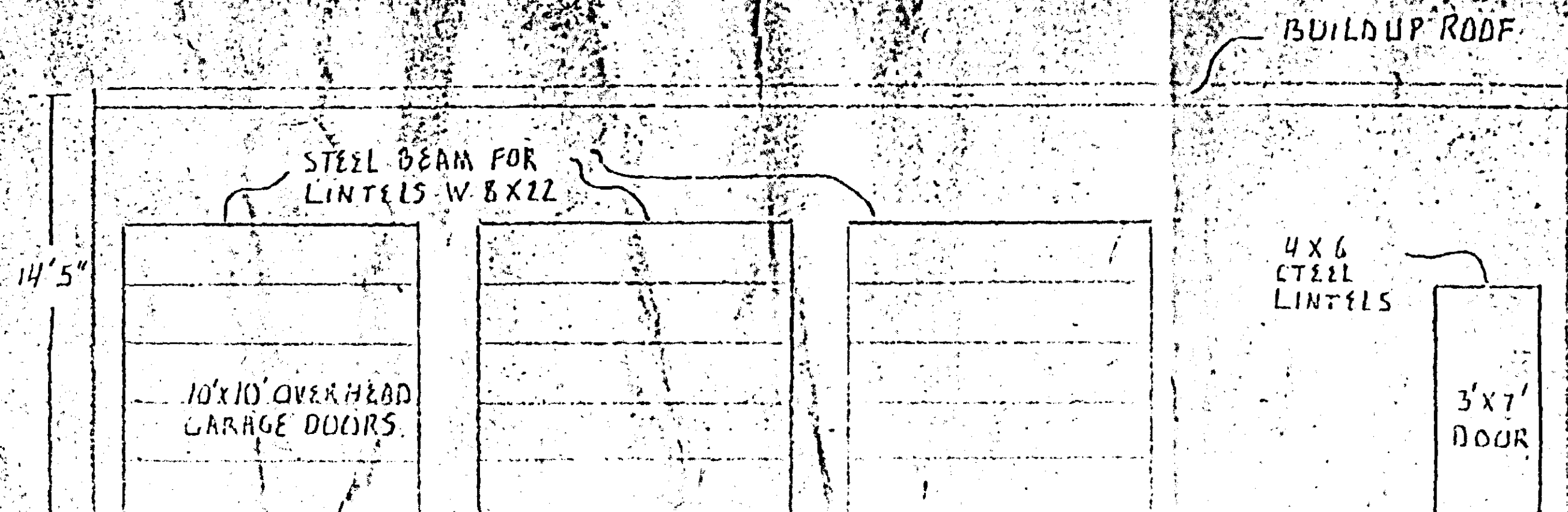
20. LANDLORD'S OPTION TO TERMINATE.

In the event the estate created in Tenant hereby shall be taken in execution or by other process of law, or if Tenant, its successors or assigns, if any, shall be of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant, if any, shall be appointed by reason of the insolvency or inability of the property of Tenant, or if any assignment or liability of creditors, then and in any such event, this Lease shall automatically cease and terminate with the same force and effect as though the term of this Lease had expired and Tenant shall vacate and surrender the Leased Premises but shall remain liable as herein provided.

21. HOLDING OVER.

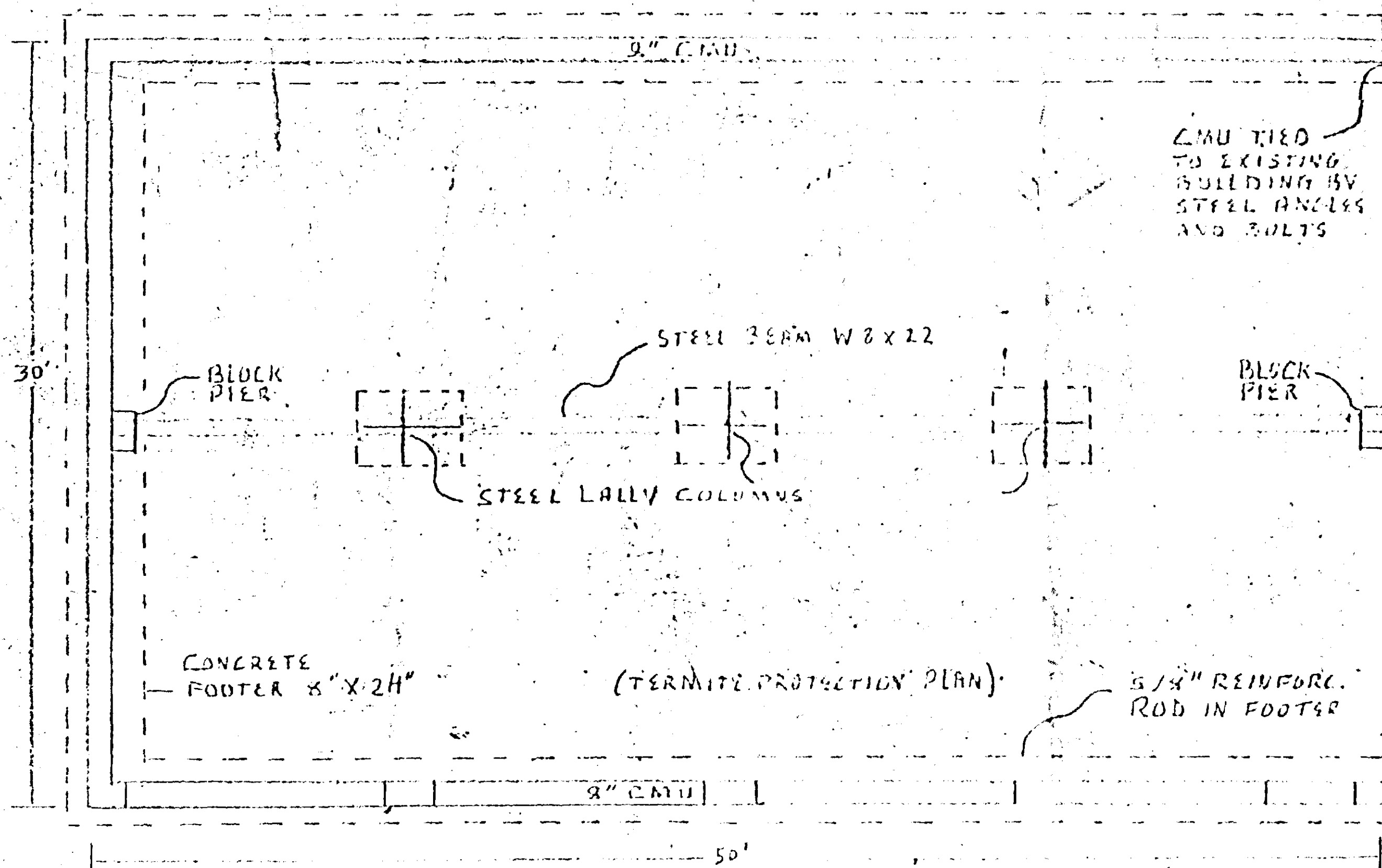
Any holding over after the expiration of the term hereof with the consent of Landlord shall be construed to be a tenancy from month to month at two times the monthly minimum rent, together with an amount estimated by Landlord for the monthly additional charges payable pursuant to this Lease, and shall otherwise be on the same terms and conditions as herein specified so far as applicable. Any

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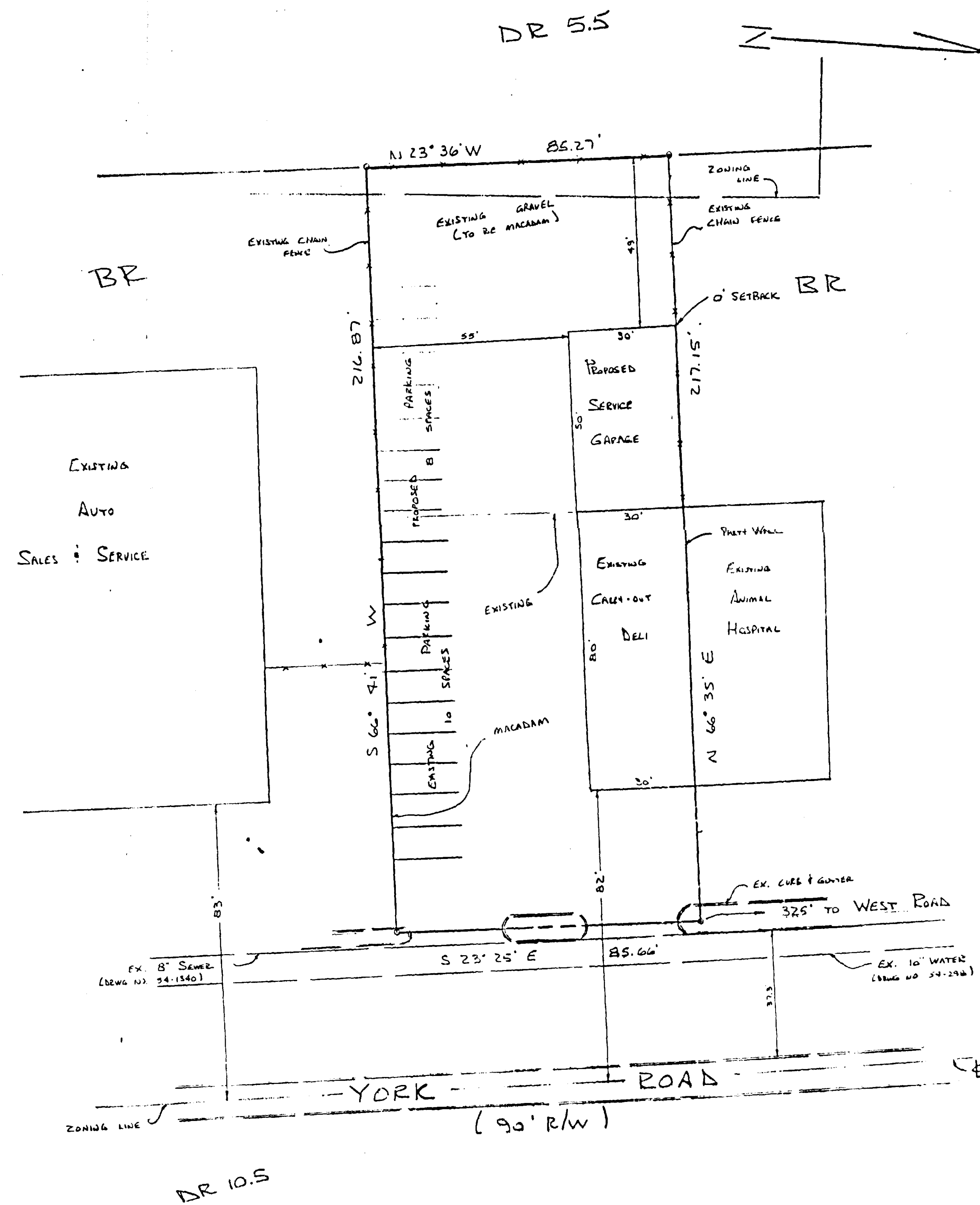
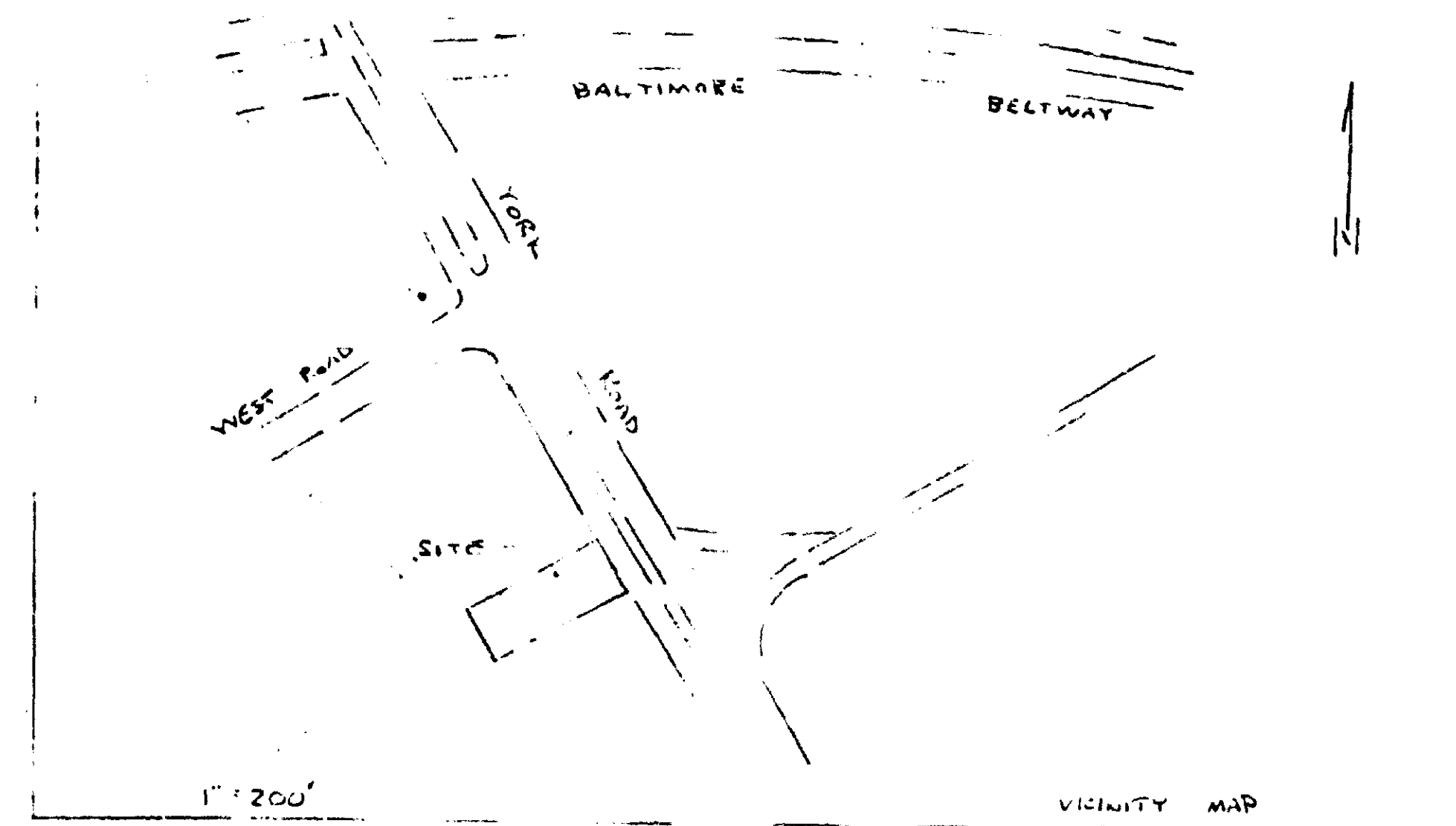
2X12 JOISTS
16" OC.
OVER 2X8
SILL PLATES
WITH SILL
SEALER
1/2" T&G
PLYWOOD
SHEATHING
INSULATED
R19

SIDE ELEVATION



FOUNDATION

RON MEYER CUSTOM HOMES, INC.		
SCALE 1/8" = 1'	APPROVED BY	DRAWN BY
DATE 5/5/97		KEM
BEN RAVER		
MULTIUSE BUILDING		1



SITE DATA

NET AREA - 0.426 AC. (18,543 S.F.)
ZONING - BR

EXISTING BUILDING - 2,400 S.F.
PARKING REQUIRED (2400/300) = 8 SPACES
PARKING - EXISTING = 10 SPACES

PROPOSED BUILDING - 1,500 S.F.
PARKING REQUIRED (1500/180) = 8 SPACES
PARKING - PROPOSED = 8 SPACES

PETITIONER'S EXHIBIT 1

VARIANCE PLAT

1028 YORK ROAD

17TH ELECTION DISTRICT
BALTIMORE COUNTY, MD

1" = 20'

NOVEMBER 23, 1937

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OFFICE COPY

PREPARED BY:

AZIMUTH CONSULTANTS
SUITE 105 120 COCKEYSVILLE RD.
HUNT VALLEY, MD 21031
785-2300



OWNER: TIMOTHY QUINN
P.O. BOX 10493
SCOTTSDALE, AZ 85252
DEED REFERENCE: 5905/347